

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

The Crosswinds – RISE Grant Application City of Ankeny, Iowa

THIS AGREEMENT is made and entered into this _____ day of _____, 2010, between the City of Ankeny, Iowa, hereinafter referred to as the "Owner", and Civil Design Advantage hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS the Owner has decided to proceed with the preliminary design and preparation of a RISE Grant application for roadway improvements within the Crosswinds development. This contract shall accommodate the preliminary design services for the roadways identified on Exhibit "B". This contract will also accommodate the preparation of a RISE Grant Application for this same segment of roadway.

WHEREAS the Owner desires to employ the Consultant to provide engineering design, and RISE Grant preparation services in connection with the project; and

WHEREAS the Consultant is willing to perform such engineering work in accordance with the terms hereinafter provided, and represents that it is in compliance with Iowa statutes relating to the registration of Professional Engineers;

NOW THEREFORE;

The parties hereto, for consideration hereinafter set forth, mutually agree as follows;

I. DEFINITIONS

Whenever in this Contract the following terms or pronouns used in their stead occur, they shall have the meaning here given;

Owner – the City of Ankeny, Iowa, or its authorized representative acting as liaison officer for the Owner for the purpose of coordinating and administering the work under the Contract.

Consultant – the firm of Civil Design Advantage, Grimes, Iowa

Iowa DOT – Iowa Department of Transportation

IDNR – Iowa Department of Natural Resources

Corps – the United States Army Corps of Engineers

EPA – the Environmental Protection Agency

EDA – the Economic Development Agency

Project Manager – the principal project manager assigned to the project, and employed by and working directly under the authority of the Consultant.

Project Engineer – the design engineer assigned to the project and employed by the Consultant, working directly under the authority of the Project Manager.

Construction Observer – the construction observer assigned to the project and employed by the Consultant, working directly under the authority of the Project Manager or Project Engineer.

II.

GENERAL

- A. The Owner has decided to proceed with the preliminary design of certain segments of roadway within the Crosswinds development. The project is generally in southeast Ankeny, just east of Interstate 35 and south of SE Corporate Drive. This contract covers preliminary design and RISE Grant preparation services associated with the roadway segments identified within Exhibit "B".

A description of the necessary tasks to accomplish the above goals is itemized in Section III, Scope of Services.

- B. The work under this Contract shall at all times be subject to the general supervision and direction of the Owner, and shall be subject to the approval of the Owner. Design and construction documents shall conform to the Owner's requirements.
- C. Obligations of the Owner to the Consultant: All existing information, including previous construction plans, record drawings, utility information, previous studies, drainage maps, drainage design support, etc. applicable to the project will be made available to the Consultant without cost.
- D. Submittal of documents: During the progress of the project design, various copies of the preliminary design and other documents prepared by the Consultant will be required by the Owner. Unless specified elsewhere in this Contract, two (1) copies of each document shall be provided by the Consultant to the Owner at preliminary turn in. Two (2) full size and ten (2) reduced-size copies of the final plans will also be provided.

- E. This Contract shall be subject to the Standard Fee Schedule billing rates as established in Attachment A and hereby made a part of this Contract.

III.

SCOPE OF SERVICES

- A. General – The Consultant shall provide Basic Design Services and Additional Design Services (if required) for the grading, paving, water main/service improvements, sanitary sewer/service improvements and storm sewer improvements in accordance with general engineering principals. The work to be performed under this Contract by the Consultant and the Sub consultant(s) shall consist of the following Scope of Services. Additional engineering services beyond the Contract Scope of Services shall be authorized in writing by the Owner before the Consultant shall proceed. Additional fees shall be based on the hourly rates by employee classification as established in Attachment A to this Contract.

B. Basic Engineering Services

Design Phase Services:

Task 1 – Topographic Data Collection

The Consultant shall acquire survey data to support the preliminary designs for the project utilizing LIDAR technology. No field survey is anticipated or included within this task. LIDAR contours shall be utilized for the preliminary plan preparation.

Task 2 – Existing Utility Information

Where possible, existing utility information shall be furnished by the City. This existing utility information shall be incorporated into the plans, and the effects of the roadway construction upon each utility shall be determined.

Task 3 – Construction Drawing Preparation (Preliminary Design)

The Consultant shall prepare preliminary construction drawings (suitable for insertion into the RISE grant application) for approximately 4750 lineal feet of roadway as identified within Exhibit "B". The plans shall show proposed storm sewer, new sidewalks (if any), proposed sanitary sewer main/services, proposed water main/services and other design details within the construction limits. Preliminary plan sheet layout shall generally consist of the following:

Title Sheet (1)
Details and Typical Sections (3)
Tabulations of Project Quantities and General Notes (1)
Plan and Profile Sheets (12)
Survey Reference Information (1)
Traffic Control/Staging Sheets (2)
Intersection Spots and Geometrics (3)
Cross Sections (18)

Task 4 – Estimated Construction Costs

The Consultant shall prepare a statement of the total estimated construction costs for the segment of the project to be included within the RISE grant application. Construction costs shall be established for the RISE-eligible items, also. The estimates shall be based on engineering judgment and do not represent a guarantee of the actual construction costs.

Task 5 – Competitive Funding RISE Grant Application

CDA will coordinate with City of Ankeny to be the applicant for the RISE grant application. Civil Design Advantage will then prepare the following sections of the RISE grant application;

- Application Document
- Economic Development Narrative
- City/County Resolution
- Transportation Justification Narrative
- Area Maps
- Roadway Plan & Profiles
- Construction Schedule
- Letter of Commitment
- Total Roadway Project Costs

The RISE grant will be prepared and submitted to meet the Iowa DOT's deadline. Competitive funding applications are accepted twice a year (Feb. 1 and Sept. 1), while immediate opportunity applications are accepted at any time. Decision on approval of the application typically follows within a month or two after initial submittal.

C. Additional Services

Services other than those defined within Basic Engineering Services shall be considered "additional services", and compensated on an hourly basis at rates defined in Attachment A or as negotiated. Items considered "additional services" may include, but not be limited to items shown in Attachment C.

IV. TIME OF BEGINNING AND COMPLETION

Work under this contract to be performed by the Consultant for the Owner shall commence immediately upon written Notice to Proceed. This written Notice to Proceed will authorize the Scope of Services in Section III. The intent of the Owner and the Consultant is to complete the design and RISE Grant application for the September 1 submittal.

V. FEES AND PAYMENTS

A. Fees

The Owner shall pay the Consultant for engineering services rendered under this Contract an amount based on the Consultant's labor costs and direct labor cost burden. The Consultant-incurred reimbursable expenses will be passed through directly to the Owner. A definition of each of the above follows:

1. Labor costs – salary and wages paid to all personnel engaged directly on the project including, but not limited to, engineers, project managers, planners, surveyors, designers, CADD technicians, estimators, observers, other technical personnel, typists and administrative staff.
2. Labor cost burden – customary and statutory benefits including, but not limited to, social security and Medicare contributions, unemployment taxes, excise and payroll taxes, workers compensation, health, pension and retirement benefits, sick leave, vacation and holiday pay applicable hereto.
3. Reimbursable Expenses – these costs are in addition to labor cost and labor cost burden, and are those expenses necessary to fulfill the terms of this Contract. They may include transportation and subsistence, reproduction, postage, photography and printing, computer services and miscellaneous costs. The Consultant shall submit with each monthly invoice a detailed listing of reimbursable expenses incurred.

The total engineering fee under this Contract shall be based on an hourly rate. The Owner will be furnished copies of Consultant's subcontracts. All reimbursable expenses shall be billed as "pass-through" and are not part of the maximum not-to-exceed amount (unless specifically noted).

The sum to be paid to the Consultant for tasks in Section III, Scope of Services of this Contract, shall be a maximum not-to-exceed fee of \$ 20,000 (twenty thousand dollars).

B. Payments

Payments for the Consultant's engineering services shall be made monthly upon presentation of the Consultant's statement of services rendered.

Upon receipt of the invoice and review/approval by the Owner, the Owner shall promptly pay the Consultant for the engineering services rendered as indicated on the invoice. Invoices are due 30 days from date of invoice.

VI. **INSURANCE**

The Consultant shall maintain insurance to protect the Consultant from claims under Workmen's Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the Consultant is legally liable. The minimum amounts and extent of such insurance is as follows:

- | | | |
|----|------------------------|------------------------------|
| 1. | Professional Liability | \$ 2,000,000 |
| 2. | Vehicle Coverage | \$ 1,000,000 liability |
| | | \$ 5,000 medical |
| | | \$ 1,000,000 uninsured |
| | Property Damage | \$ 1,000,000 each accident |
| 3. | Workmen's Compensation | \$ 100,000 each accident |
| 4. | General Liability | \$ 1,000,000 each occurrence |
| | | \$ 1,000,000 aggregate |

VII.

MISCELLANEOUS PROVISIONS

A. Use of Documents

All documents, including drawings, specifications, and electronic media prepared or furnished by the Consultant (and the Consultant's subsidiaries, independent professional associates, and sub consultants) pursuant to this Contract shall be the property of the City. Such documents are intended as instruments of service, as such, these documents are not intended or represented to be suitable for use or reuse by the Owner or others to complete the project, or for extensions of the project, or on any other project without written consent of the Consultant. Any use or reuse by the Owner will be at the Owner's sole risk, and without liability or legal exposure to the Consultant or to the Consultant's subsidiaries, independent professional associates, and sub consultants. The Owner agrees to defend, indemnify, and hold harmless the Consultant from any and all costs, expenses (including reasonable litigation costs), fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of such reuse or alteration by the Owner or liaisons acting through the Owner. Upon completion or other termination of this Contract, the Consultant shall deliver to the City machine reproducible copies of any and all materials pertaining to this Contract. For calculations, etc. on letter or legal size sheets, the copies shall be of a type possible to reproduce on a Xerox-type copier. For maps, drawings, sketches, plans, etc. not on such letter or legal size sheets, a photographically reproduced print on a stable mylar base shall be provided as the machine reproducible copy mentioned above. No sheets shall exceed 22"x 34". The Consultant's reuse of designs under this Contract is prohibited unless authorized by the City.

B. Changes in the Scope of Work

When there is a substantial change in the scope, complexity, or character of the work performed, or if the Owner requests the Consultant to alter the completion dates established, the specified fee as listed under Section V of this Contract will be reappraised. If the Consultant believes that he/she has been asked to perform work beyond the Scope of Services covered by this Contract or by a supplemental agreement hereto, he/she shall promptly notify the Owner, in writing, of his/her intention to make claim for such extra compensation. The Consultant shall not proceed with any such work until a supplemental agreement is fully executed, or written intent of said execution is provided.

C. Delays

The Consultant will notify the Owner in writing of any unusual delay, including the reason therefore, to his/her normal progress in completing the work under this Contract, either actual or prospective, and request an appropriate extension of time. Authorization for the time extension will be at the discretion of the Owner. If completion of the Consultant's work is delayed by events beyond the control of the Consultant, the established engineering fees and schedules of completion will be subject to review upon request by the Consultant to the Owner, accompanied by adequate substantiating data to justify a change.

D. Suspension and Termination of Contract

1. In the event of the death of any member or partner of the Consultant's firm, the surviving members shall complete the work, unless otherwise mutually agreed upon by the Owner and the survivors.
2. The right is reserved by the Owner to terminate this Contract at any time, upon not less than fourteen (14) days written notice to the Consultant. The Consultant may also terminate this Contract on fourteen (14) days written notice.
3. In the event the Contract is terminated by the Owner without fault on the part of the Consultant, the Consultant shall be paid for work performed and delivered up to the date established in the termination notice.
4. The right is reserved by the Owner to suspend this Contract at any time. Such suspension may be affected by the Owner by giving the Consultant written notice, and will be effective as of the date established in the suspension notice. Payment of the Consultant's services will be made by the Owner for services performed to the date established in the suspension notice in accordance with Paragraph 3 above.
5. Should the Owner wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of one (1) year after such suspension, unless this period be extended by written consent of the Consultant.

E. Disputes

All claims, disputes, and other matters in question between the parties of this Contract arising out of or relating to this Contract or the breach thereof shall be initiated in the District Court for Polk County, Iowa, if the parties are unable to resolve such claims, disputes, or other matters in question by negotiation.

F. Responsibility for Claims and Liability

The Consultant shall indemnify and hold harmless the Owner from any and all claims and liabilities due solely to any negligent acts, errors, or omissions of the Consultant, its members, employees, or agents.

G. General Compliance With Laws

The Consultant shall comply with federal, state, and local laws and ordinances applicable to the work as defined in Section III.

H. Subletting, Assignment, or Transfer

Subletting, assignment, or transfer of all or part of the interest of the Consultant is prohibited unless written consent is obtained from the Owner.

I. Forbidding the Use of Outside Agents

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

J. Employment of the Owner's Personnel

The Consultant shall not engage the services of any person or persons then in the employ of the Owner for work covered by this Contract without the written consent of the employers of such persons.

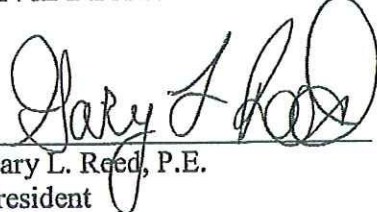
This Contract expresses the entire agreement between the parties, and no representations, promises, or warranties have been made by either of the parties that are not fully expressed herein.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

OWNER
CITY OF ANKENY, IOWA

Mayor

CONSULTANT
CIVIL DESIGN ADVANTAGE



Gary L. Reed, P.E.
President

ATTEST:

EXHIBIT "A"

**Standard Fee Schedule
2009-2010
Civil Design Advantage, LLC**

<u>Classification</u>	<u>Billing Rate</u>	<u>Unit</u>
Principal / Senior Engineer	\$139.00 /	hour
Principal / Senior Land Surveyor	\$131.00 /	hour
Engineer 7	\$124.00 /	hour
Engineer 6	\$116.00 /	hour
Engineer 5	\$107.00 /	hour
Engineer 4	\$98.00 /	hour
Engineer 3	\$89.00 /	hour
Engineer 2	\$77.00 /	hour
Engineer 1	\$65.00 /	hour
Technician 7	\$94.00 /	hour
Technician 6	\$89.00 /	hour
Technician 5	\$83.00 /	hour
Technician 4	\$76.00 /	hour
Technician 3	\$66.00 /	hour
Technician 2	\$55.00 /	hour
Technician 1	\$44.00 /	hour
Project Manager 6	\$115.00 /	hour
Project Manager 5	\$107.00 /	hour
Project Manager 4	\$101.00 /	hour
Project Manager 3	\$93.00 /	hour
Project Manager 2	\$85.00 /	hour
Project Manager 1	\$76.00 /	hour
Administrative 3	\$65.00 /	hour
Administrative 2	\$49.00 /	hour
Administrative 1	\$37.00 /	hour
Mileage	Current IRS Rate /	mile
Plots (Black & White)	\$1.35 /	sheet
Plots (Color)	\$30.00 /	sheet
Mylar Plots	\$15.00 /	sheet
Copies (Black & White)	\$0.10 /	page
Copies (Color)	\$0.75 /	page

EXHIBIT "B"

SILVER LANE COMPANY, LLC

SAFETY

SARGENT

LEONARD D.

**PHASE 1
(OPTION A)
77.88 ACRES**

NEORAIL

KELINDA K. WILLIAMS
SIRABLE MATHEWS

ROGER C. WALSTON
CHIEF

457

STEFANUS



city of
Ankeny
Bringing it all to you

CIVIL DESIGN ADVANTAGE



Attachment C

Additional Services

The following is a list of services not included in the current scope of services or compensation. This list is provided to further define the agreement scope. The list includes, but is not limited to:

- Phase 1 Environmental Site Assessment
- Field Survey, Topographic or Boundary
- Wetland Delineation/Mitigation Services
- Geotechnical Investigation
- Storm Water Pollution Prevention Plan (SWPPP) Preparation
- Revisions/Monitoring of the SWPPP
- Submittal/Permitting Fees
- Subdivision Platting
- Site Plan Preparation
- Traffic Studies
- Structural Engineering
- Final Construction Drawing Design
- Front End Contract Document Preparation
- Technical Specification Preparation (Refer to SUDAS)
- Franchise Utility Design
- Color Renderings
- Right-of-Way Services
- ROW Services, Acquisition Plats or Easement Document Preparation
- Bidding Services (Advertisement, Plan Distribution, etc.)
- Construction Staking
- Construction Observation/Administration
- Any additional items identified in the sub consultant agreements, if any